

## **GRANT AGREEMENT**

This grant agreement (this "Agreement") is made effective on January 25, 2019, (the "Effective Date") between the **George Mason University Foundation, Inc.**, a Virginia nonprofit corporation (the "Foundation"), **George Mason University** (the "University"), an instrumentality of the state of Virginia, and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Center for the Study of Social Change, Institutions, and Policy (the "Center"), which is housed in the Schar School of Policy and Government (the "School") at the University. The Foundation, the University, and the Donor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. **Promoting Academic Freedom.** Consistent with the Donor's principles of supporting open inquiry and a diversity of ideas in higher education, the Donor's grant is intended to help promote a republic of science at the University where ideas can be exchanged freely and useful knowledge will benefit the well-being of individuals and society. Thus, the Parties agree that the academic freedom of the University, the Center, and their faculty, students, and staff is critical to the success of the Center's research, scholarship, teaching, and service.
2. **The Foundation and the University's Proposal.** The Parties enter into this Agreement based on the Foundation and the University's proposal, which is hereby incorporated into and made part of this Agreement and attached as Attachment A (the "Proposal"). The Proposal reflects the vision of and relies on the leadership of Dr. Jack Goldstone, who was selected by the University, according to its normal procedures, as the director of the Center (the "Center Director"). As stated in the Proposal and consistent with the Center Director's vision, the mission of the Center is to conduct research on a wide range of global issues that shape the modern world (the "Center's Mission"). As stated in the Proposal and consistent with the Center Director's vision, the mission of the proposed research project is to investigate a series of questions about immigration and labor markets that address challenges created by current global demographic and economic conditions (the "Project's Mission").
3. **The Center Programs.**
  - a. **Generally.** To support the Center's Mission and the Project's Mission, the University desires to create the following positions and activities to affiliate with the Center, collectively referred to as the "Center Programs." The Center Programs are described more fully in the Proposal and include "Summer Salary Support," the "PhD Fellowships," and "Research and Travel Support." The Foundation and the University shall each use any funds received under this Agreement to support the Center Programs in accordance with the terms of this Agreement. According to the University's normal procedures, the Center Director is responsible for directing the Center Programs, which includes allocating and administering the Center's budget, supervising Center staff, mentorship, and other duties to advance the Center's Mission and the Project's Mission as deemed appropriate by the Center Director.
  - b. **Selection According to the University's Normal Procedures.** The Parties mutually agree that the selection of the foregoing positions and fellowships by the University will follow the University's normal procedures for selecting such positions and fellows for the applicable academic units. As a matter of academic freedom for academic units at the University, individuals who hold positions with or are affiliated with the Center must be approved by the Center Director, in accordance with the School and the University's normal procedures.
4. **The University's Support for the Center.** The University shall support the Center Programs to advance the University's mission. As part of this support, the University shall ensure that the faculty, students, and staff working with the Center have adequate space to achieve the Center's Mission and the Project's Mission. Therefore, The University shall provide the Center with contiguous office space including shared conference and meeting spaces.

**5. The Donor's Support for the Center Programs.**

a. **Contributed Amount.** Subject to the terms of this Agreement, the Donor will contribute funds to the Foundation solely to support the Center Programs to advance the Center's Mission and the Project's Mission. (all or part of such funds are referred to as the "Contributed Amount(s)"). The maximum Contributed Amount for each Center Program is as follows:

Center Programs	Contributed Amount
Costs and expenses for the Summer Salary Support	Up to \$341,382
Costs and expenses for the PhD Fellowships	Up to \$656,353
Costs and expenses for the Research and Travel Support	Up to \$115,265

b. **Other Support.** If the University and Donor mutually agree, the Donor may also contribute in-kind services to the University to help promote the work of the University, the Center, or the University faculty, students, and staff.

**6. Grant Process and Administration.**

a. **The Foundation Grant Request.** The Foundation shall submit an annual written request according to the schedule below to the Donor for the Donor's consideration (the "Foundation Grant Request"). If the Donor approves the Foundation Grant Request, the Donor shall make a contribution up to the amount listed in the below schedule to the Foundation, and the Foundation shall accept such Contributed Amount on behalf of the University. If the Donor does not approve the Foundation Grant Request, the Donor is under no obligation to contribute any funds to the Foundation or the University.

b. **The Foundation Grant Request and Proposed Grant Award Schedule.**

Foundation Grant Request Date	Donor Response and Proposed Contribution Date	Contributed Amount
Submitted as the Proposal	Within sixty (60) days of the Parties signing this Agreement	Up to \$ 105,245
June 1, 2020	On or about August 1, 2020	Up to \$ 218,948
June 1, 2021	On or about August 1, 2021	Up to \$ 314,919
June 1, 2022	On or about August 1, 2022	Up to \$ 280,107
June 1, 2023	On or about August 1, 2023	Up to \$ 193,781
<b>Total Maximum Aggregate Contributed Amount:</b>		<b>\$1,113,000</b>

c. **The Fund.** The Foundation shall place all of the Contributed Amount in a segregated and restricted fund on its books and records called the "SCIP-CKF Fund" (the "Fund"). The Foundation and the University shall solely use the Fund to support the Center Programs as stated in this Agreement. The Foundation shall make the Fund available for contributions from other donors. If another donor makes a contribution to the Fund, the Foundation shall promptly notify the Donor of the amount donated and, if permitted by the other donor, the name of the other donor.

**7. Contributed Amount Used Solely for Charitable Purposes for the Center Programs.**

a. **Tax Status.** According to IRS records, the Foundation is an organization described within the meaning of Internal Revenue Code (the "Code") sections 501(c)(3) and 509(a)(1). The University has furnished

the Donor with records showing that it is an organization described in Code section 170(c)(1) or 511(a)(2)(B). The Foundation and the University shall immediately notify the Donor if their respective tax statuses change.

b. Charitable Purpose. The Foundation and the University shall use the Contributed Amount solely for the Center Programs, which is a charitable purpose described in section 170(c)(2)(B) of the Code. The Foundation and the University shall not use the Contributed Amount to influence legislation as described in section 4945(d)(1) of the Code, to influence the outcome of any election, for a political campaign or intervention, to carry on any voter registration drive, or any other purpose that would jeopardize the Donor's tax-exempt status or subject the Donor to penalties under Chapter 42 of the Code.

c. Center Programs. The Foundation and the University shall return to the Donor any Contributed Amount not spent for the Center Programs.

## **8. General Terms.**

a. Term. The term of this Agreement is from the Effective Date to the later of July 31, 2024, or until the Foundation and the University have spent all of the Contributed Amount, unless earlier terminated pursuant to this Agreement.

b. Termination. The Donor has the right to terminate this Agreement if: (i) the Foundation or the University breaches any term of this Agreement; (ii) the Center Programs are not advancing the Center's Mission and the Project's Mission; or (iii) such action is necessary to comply with any law applicable to the Foundation, the University, or the Donor. Such termination is effective upon the expiration of thirty days from the date notice was provided by the Donor to the Foundation or the University. If the Agreement is terminated, the Foundation and the University shall return all unspent Contributed Amounts to the Donor within fifteen days of the Donor's request. The Foundation and the University are not relying on the Donor's proposed funding under this Agreement to incur any obligation or take any action or inaction.

c. Publicity. The Parties shall give each other a reasonable opportunity to review any significant public announcement related to the Agreement. The Parties shall not use each other's logos without the applicable Party's express written consent.

d. Donor Notice. The Foundation and the University shall notify the Donor upon receiving records requests for this Agreement or related information.

e. Entire Agreement. The terms contained in this Agreement supersede all prior oral or written agreements and understandings between the Parties related to the matters contained in this Agreement and constitute the entire agreement between the Parties with respect to the matters contained in this Agreement.

f. Order of Precedence. If there is a conflict between the terms of this Agreement and the terms in the Proposal, this Agreement controls.

g. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by the Parties.

h. Severability. The terms of this Agreement are severable. If any court of competent jurisdiction construes any term of this Agreement to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining terms of this Agreement will not be affected.

i. No Waiver. No delay or failure by any Party to enforce any right or claim under this Agreement is a waiver of such right or claim. Any waiver by any Party of any term of this Agreement is not a further or continuing waiver of such term.

j. Third Party Rights. This Agreement does not confer any rights or remedies upon any third party other than the permitted assigns of the Parties.

k. Governing Law; Venue. This Agreement is governed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law provisions. Any action or proceeding filed relating to this Agreement must be commenced and maintained exclusively in the state courts located in Arlington County, Virginia, or the federal courts located in the Eastern District of Virginia. Each of the Parties consent to the exclusive personal jurisdiction of such courts for any such action or proceeding.

l. No Assignment. The Foundation and the University shall not transfer or assign their respective interests in the Agreement or any amount to be contributed pursuant to this Agreement without the express written consent of the Donor.

m. Notice. All notices in connection with this Agreement must be in writing and are effective when delivered personally by hand or one business day after the day sent by overnight courier at the address below, or to another address provided by a Party to the other Parties.

If to the Foundation:

George Mason University Foundation, Inc.  
Office of the President, MSN 1A3  
4400 University Drive  
Fairfax, VA 22030

If to the University:

George Mason University  
Office of the President, MS 3A1  
4400 University Drive  
Fairfax, VA 22030

If to the Donor:


Charles Koch Foundation  
1320 N. Courthouse Road, Suite 500  
Arlington, VA 22201  
Attn: Grant Administrator  
Cc: General Counsel's Office

n. Counterparts. This Agreement may be executed in several counterparts, each of which constitutes an original and all of which, when taken together, constitute one agreement or direction. Copies of signatures (whether facsimile or other electronic transmission) to this Agreement are deemed to be originals and may be relied upon to the same extent as the originals.

The Parties have hereby executed this Agreement as dated below, but agree that this Agreement is effective as of the Effective Date.

*[Signature Page Follows]*

**GEORGE MASON UNIVERSITY  
FOUNDATION, INC.**

By: 

Name: Susan Van Leunen

Title: Chief Financial Officer

Date: 01.30.2019

**GEORGE MASON UNIVERSITY**

By: 

Name: Ángel Cabrera

Title: President

Date: 1.28.2019

**CHARLES KOCH FOUNDATION**

By: 

Name: Ryan Stowers

Title: Executive Vice President

Date: 2/8/2019

## **ATTACHMENT A**

### **George Mason University Foundation, Inc. and George Mason University Proposal to Support the Center for the Study of Social Change, Institutions, and Policy**

#### **Center's Mission**

The mission of the Center for the Study of Social Change, Institution, and Policy, which is housed in the School at George Mason University, is to conduct research on a wide range of global issues that shape the modern world.

#### **Project's Mission**

The mission of the Center's proposed research project is to investigate a series of questions about immigration and labor markets that address challenges created by current global demographic and economic conditions.

Questions the Center will ask as part of this project, will include:

- (1) What have been the current and projected flows of global migration, from source to destination countries, and how have these been changing?
- (2) What factors have been effective in attracting productive workers and entrepreneurs to developed economies?
- (3) What factors have been effective in integrating immigrants and helping them become productive workers and entrepreneurs in their destination countries?
- (4) What factors have worked to promote and maintain higher fertility in rich nations?
- (5) What factors have helped to keep older workers productive, and to address the fiscal challenges of containing health and pension costs in countries with aging populations?
- (6) What factors have worked to facilitate the transition of unskilled workers from developing countries into productive contributors to the economy of richer nations?

#### **Center Programs**

##### **Summer Salary Support**

Support will be provided for the Center Director to dedicate a significant amount of their time to research and student mentorship that advances the Center's Mission and the Project's Mission.

##### **PhD Fellowships**

The University will select a minimum of five PhD fellows that will be affiliated with Center and engage in research consistent with the Center's Mission and the Project's Mission. Individuals selected for the PhD Fellowships may hold the fellowship for consecutive years.

##### **Research and Travel Support**

Support will be provided to the faculty and PhD Fellows affiliated with the Center for research and travel needs as it relates to the Center's Mission and the Project's Mission. The Center will also host an annual workshop related to the Center's Mission and the Project's Mission.